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Our File No.: 116234

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA**

Lashunda R. Kornegay, individually and on behalf of all
others similarly situated,

Plaintiff,

vs.

Phoenix Financial Services LLC and Pendrick
Capital Partners, LLC,

Defendants.

Docket No:

COMPLAINT

JURY TRIAL DEMANDED

Lashunda R. Kornegay, individually and on behalf of all others similarly situated (hereinafter referred to as “*Plaintiff*”), by and through the undersigned counsel, complains, states and alleges against Phoenix Financial Services LLC and Pendrick Capital Partners, LLC (hereinafter referred to collectively as “*Defendants*”), as follows:

INTRODUCTION

1. This action seeks to recover for violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.*, (“FDCPA”).

JURISDICTION AND VENUE

2. This Court has federal subject matter jurisdiction pursuant to 28 U.S.C. §1331 and 15 U.S.C. § 1692k(d).

3. Venue is proper under 28 U.S.C. §1391(b) because a substantial part of the events or omissions giving rise to the claim occurred in this Judicial District.

4. At all relevant times, Defendants conducted business within the State of North Carolina.

PARTIES

5. Plaintiff Lashunda R. Kornegay is an individual who is a citizen of the State of North Carolina residing in Mecklenburg County, North Carolina.

6. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3).

7. On information and belief, Defendant Phoenix Financial Services LLC, is an Indiana Limited Liability Company with a principal place of business in Marion County, Indiana.

8. On information and belief, Defendant Pendrick Capital Partners, LLC, is a New York Limited Liability Company with a principal place of business in Warren County, New York.

9. Defendants are regularly engaged, for profit, in the collection of debts allegedly owed by consumers.

10. Defendants are “debt collectors” as defined by 15 U.S.C. § 1692a(6).

ALLEGATIONS

11. Defendants allege Plaintiff owes a debt (“the Debt”).

12. The Debt was primarily for personal medical services and is therefore a “debt” as defined by 15 U.S.C. § 1692a(5).

13. The Debt was incurred in April 2013.

14. Thereafter, at an exact time known only to Defendants, the debt was assigned or otherwise transferred to Defendants for collection.

15. In their efforts to collect the debt, Defendants contacted Plaintiff by letter (“the Letter”) dated July 12, 2018. (“**Exhibit 1.**”)

16. The letter was the initial communication Plaintiff received from Defendants.

17. The letter is a “communication” as defined by 15 U.S.C. § 1692a(2).

18. The statute of limitations for the Debt is three (3) years.

19. The statute of limitations for the Debts expired no later than May 2016.

20. The Letter was sent after the statute of limitation expired.

21. The Letter demands payment.

22. Making any payment on a time-barred debt may result in revival of Plaintiff’s otherwise time-barred debt.

23. Notwithstanding the expiration of the statute of limitations to sue to recover the Debt prior to the time Defendants sent Plaintiff the Letter, the Letter fails to provide any indication to Plaintiff that no legal action could be undertaken to attempt to recover the Debt.

24. Notwithstanding the expiration of the statute of limitations to sue to recover the Debt prior to the time Defendants sent Plaintiff the Letter, the Letter fails to inform Plaintiff that any partial payment by Plaintiff may result in the revival of Plaintiff's otherwise time-barred debt.

25. 15 U.S.C. § 1692e(2)(A) prohibits the false representation of the character, amount, or legal status of any debt.

26. 15 U.S.C. § 1692e(10) prohibits the use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

27. Collection letters are examined for purposes of 15 U.S.C. § 1692e under the "least sophisticated consumer" standard.

28. As a result of the omissions set forth above, the Letter would mislead the least sophisticated consumer to believe that the time-barred debt is legally enforceable; and therefore, Defendants violated 15 U.S.C. § 1692e(2)(A).

29. As a result of the omissions set forth above, the letters would mislead the least sophisticated consumer to believe that making a partial payment would not revive the otherwise time-barred debt; and therefore, Defendants violated 15 U.S.C. § 1692e.

30. For the foregoing reasons, Defendants violated 15 U.S.C. § 1692e, 15 U.S.C. § 1692e(2)(A) and 15 U.S.C. § 1692e(10).

CLASS ALLEGATIONS

31. Plaintiff brings this action individually and as a class action on behalf of all persons similarly situated in the State of North Carolina from whom Defendants attempted to collect a time-barred consumer debt without disclosing that the debt was time-barred, from one year before the date of this Complaint to the present.

32. This action seeks a finding that Defendant's conduct violates the FDCPA, and asks that the Court award damages as authorized by 15 U.S.C. § 1692k.

33. Defendants regularly engage in debt collection.

34. The Class consists of more than 35 persons from whom Defendants attempted to collect a time-barred consumer debt without disclosing that the debt was time-barred.

35. Plaintiff's claims are typical of the claims of the Class. Common questions of law or fact raised by this class action complaint affect all members of the Class and predominate over any individual issues. Common relief is therefore sought on behalf of all members of the Class. This class action is superior to other available methods for the fair and efficient adjudication of this controversy.

36. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to the individual members of the Class, and a risk that any adjudications with respect to individual members of the Class would, as a practical matter, either be dispositive of the interests of other members of the Class not party to the adjudication, or substantially impair or impede their ability to protect their interests. Defendants have acted in a manner applicable to the Class as a whole such that declaratory relief is warranted.

37. Plaintiff will fairly and adequately protect and represent the interests of the Class. The management of the class action proposed is not extraordinarily difficult, and the factual and legal issues raised by this class action complaint will not require extended contact with the members of the Class, because Defendants' conduct was perpetrated on all members of the Class and will be established by common proof. Moreover, Plaintiff has retained counsel experienced in actions brought under consumer protection laws.

JURY DEMAND

38. Plaintiff hereby demands a trial of this action by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests judgment as follows:

- a. Certify this action as a class action; and
- b. Appoint Plaintiff as Class Representative of the Class, and Plaintiff's attorneys as Class Counsel; and
- c. Find that Defendants' actions violate the FDCPA; and
- d. Grant damages against Defendants pursuant to 15 U.S.C. § 1692k; and

- e. Grant Plaintiff's attorneys' fees pursuant to 15 U.S.C. § 1692k; and
- f. Grant Plaintiff's costs; together with
- g. Such other relief that the Court determines is just and proper.

DATED: March 28, 2019

Arthur. H Piervincenti, P.A.

s/ Arthur. H Piervincenti

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Attorneys for Plaintiff

July 12, 2018

Acct #	Original Acct #	Original Creditor	Balance	Date of Medical Service(s)
0979	4026	TRINITAS EMERGENCY SOLUTIONS	261.62	04/11/13



YOU CAN MAKE A PAYMENT ONLINE: Please scan the QR code with your smart device to access our online payment portal or go to www.phoenixfinancialsvcs.com and click on "Pay Online".

Dear Lashunda Kornegay,

The account(s) listed above were purchased by PENDRICK CAPITAL PARTNERS LLC. (Pendrick CP). Pendrick CP is the current creditor and they have placed the account(s) with Phoenix Financial Services, LLC for collection.

Please remit the full balance(s).

The above is subject to your rights to validate the above-referenced debt(s) as follows:

This notice is from a debt collector. This is an attempt to collect a debt and any information obtained will be used to collect the debt. Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office, in writing, within 30 days from receiving this notice that you dispute the validity of this debt, or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Phone: 855-342-6567

Calls to or from this company may be monitored or recorded.

PO Box 361450, Indianapolis IN 46236-1450

Any returned checks may be collected electronically.

info@phoenixfinancialsvcs.com



VONPHXF011100_24546922

Notice: See reverse side for important information

PLEASE DETACH BOTTOM PORTION AND RETURN WITH PAYMENT

ONPHXF01
 PO Box 1280
 Oaks PA 19456-1280
 ADDRESS SERVICE REQUESTED

<input type="checkbox"/>		CREDIT CARD #	Expiration Date
<input type="checkbox"/>		CARDHOLDER NAME	Amount Paid: \$ _____
<input type="checkbox"/>		CARDHOLDER SIGNATURE	
<input type="checkbox"/>		Cards	

July 12, 2018



Lashunda Kornegay
 5416 Sunfield Dr
 Charlotte NC 28215-1751

PHOENIX FINANCIAL SERVICES LLC REGISTERED AS INDIANA
 RESOLUTION GROUP LLC
 PO Box 361450
 Indianapolis IN 46236-1450



Current Creditor: PENDRICK CAPITAL PARTNERS LLC.
 Total of Accounts listed above: \$261.62
 Please reference this number on your check: 0979

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. Our office hours are Mon-Thur 9am-9pm EST and Fri 9am-5pm EST.

Our client, PENDRICK CAPITAL PARTNERS LLC. ("Pendrick CP"), has asked us to provide you with the information contained below.

This notice is being provided to you in compliance with the Gramm-Leach-Bliley Act.

This notice has no reflection or bearing upon the status of your account. For example, if your account has been settled, the balance has been paid, the balance has been disputed, or if you have filed for bankruptcy protection, the status of your account shall not change as a result of this notice.

The privacy and security of your personal information is important to Pendrick CP. Pendrick CP does not share information about you with anyone, except as permitted by law. This notice will inform you about Pendrick CP policies and procedures concerning the personal information about that Pendrick CP obtains, maintains and discloses in connection with the accounts(s) of your that Pendrick CP owns. Pendrick CP collects non public information about you that is obtained from one or more of the following sources.

1. Information Pendrick CP received from companies that sold Pendrick CP your account(s);
2. Information about your transactions with Pendrick CP affiliates; and
3. Information from skip tracing companies and/or consumer reporting agencies.

INFORMATION Pendrick CP MAY SHARE WITH Pendrick CP AFFILIATES -- Pendrick CP may share identification (such as name and address) information about Pendrick CP's transactions and experiences with you (such as payment history) and information that does not identify you, with 'Pendrick CP's affiliates. By sharing this information, Pendrick CP is better able to service your account(s).

INFORMATION Pendrick CP MAY SHARE WITH NONAFFILIATED COMPANIES- Pendrick CP shares necessary information Pendrick CP collects about you as described above, with non affiliated companies, involved in the servicing of your account(s), as permitted by the Fair Debt Collection Practices Act, or government agencies in response to an investigative demand, subpoena or court order, as required by applicable law.

Because Pendrick CP respects your privacy, Pendrick CP does not sell, trade or otherwise disclose your identity or any other personal information about you to third parties for their marketing. Pendrick CP does not share collected information about customers or former customers with third parties for any other purpose other than as described above, except as permitted by applicable privacy law.

CONFIDENTIALITY AND SECURITY OF YOUR ACCOUNT(S) - Pendrick CP restricts access to nonpublic personal information about you to only those employees who need to know such information, and third party service providers who provide support services to Pendrick CP. Pendrick CP maintains physical, electronic and procedural safeguards to protect your personal information. If Pendrick CP uses other companies to provide services for Pendrick CP, Pendrick CP requires them to keep the information Pendrick CP shares with them safe and secure and Pendrick CP does not allow them to use or share information for any purpose other than the job they are hired to do.

SPECIAL NOTICE REGARDING COLLECTED INFORMATION SUBJECT TO THE FAIR DEBT COLLECTION PRACTICES ACT. This Privacy Notice is being sent to you by Pendrick CP in accordance with federal privacy law, and it describes our privacy practices generally. However, please be assured that collected information that is received or used for purposes of collecting a debt subject to the Fair Debt Collection Practices Act is communicated only in accordance with that Act.

FURTHER INFORMATION: for additional information concerning Pendrick CP's privacy policy, you may write to Pendrick CP at: PENDRICK CAPITAL PARTNERS LLC. Attn: Customer Service, 79 Warren Street, Suite 3, Glens Falls, NY 12801.

North Carolina Residents: North Carolina Permit Number 112237: 8902 Otis Avenue, Suite 103A, Indianapolis, IN 46216.

ClassAction.org

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